



**State of Delaware
Department of Correction**

MUSLIM RELIGIOUS SERVICES

Request for Proposal

Contract No. DOC1637-MUSLIMSERVICES

February 10, 2016

- *Deadline to Respond -*
MARCH 18, 2016
1:00 PM (Local Time)

STATE OF DELAWARE
Department of Correction

Date: February 10, 2016

CONTRACT NO. DOC1637-MUSLIMSERVICES

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Muslim Religious Services. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. DOC1637-MUSLIMSERVICES

- I. Overview
- II. Summary
- III. Required Information
- IV. Professional Services RFP Administrative Information
- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exception Form
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Sub-Vendor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd tier spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Attachment 11 – Fact Sheet
- Appendix A – Minimum Mandatory Submission Requirements
- Appendix B – Scope of Work and Technical Requirements

In order for your proposal to be considered, the Minimum Mandatory Submission Requirements shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by March 18, 2016 1:00 PM (Local Time) to be considered.

Proposals must be mailed to:

**DE Department of Correction
ATTN: Purchasing Services Administrator
245 McKee Road
Dover, DE 19904**

Should you need additional information, please contact the Purchasing Services Administrator at DOC_PURCHASING_MAILBOX@state.de.us

STATE OF DELAWARE
Department of Correction

I. Overview

The State of Delaware Department of Correction seeks professional services to facilitate Muslim religious services statewide. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice:	Date: February 10, 2016
Deadline for Questions:	Date: February 24, 2016
Response to Questions Posted by:	Date: February 29, 2016
Deadline for Receipt of Proposals: Time)	Date: March 18, 2016 at 1:00 PM (Local
Estimated Notification of Award opening:	Date: No later than 90 days from bid

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Summary

Delaware Department of Correction (DDOC) seeks proposals pursuant to 29 Del. C. §§ 6981 and 6982 to facilitate statewide religious services to the Muslim offender population averaging 1,000 – 1,500 offenders statewide. Total funds available for services under this RFP are not to exceed \$35,000 per 12-month period and will be allocated based on vendor’s presented credentials and experience.

The service provider must follow all safety and security related policies, procedures and special operational procedures as mandated by the Bureau of Prisons. This is mandatory if services are provided on DOC property.

The DOC will perform a criminal history background investigation shortly after the contract is signed by all parties. Vendor and all staff may not come on-site prior to the completion of the investigation. If any of the Vendor’s staff has been convicted of a crime, the DOC has the

STATE OF DELAWARE
Department of Correction

option to terminate the contract immediately and shall not pay for any time worked up to the time that this option is exercised. The Vendor must inform the DOC immediately if any new criminal charges are filed against the Vendor or its staff, Sub-Vendors, agents or other persons performing any of the contracted services in any court in this or any other state or by the Federal government. The DOC reserves the right to immediately terminate the contract and withhold payment for work completed to date under this provision.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the RFP scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section IV, Item F, subsection 3.
5. Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements

1. Experience
2. Expertise
3. Capacity to meet requirements (size, financial condition, etc.)
4. Demonstrated ability
5. Familiarity with public work and its requirements
6. Distribution of work to individuals and firms or economic considerations
7. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

STATE OF DELAWARE
Department of Correction

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Purchasing Services Administrator
Department of Correction
245 McKee Road, Dover, DE 19904
DOC_Purchasing_Mailbox@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including Sub-Vendors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property,

STATE OF DELAWARE
Department of Correction

or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State Vendor:

- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State Vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with six paper copies and one electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware Department of Correction and received no later than **1:00 PM (Local Time)** on March 18, 2016. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Purchasing Services Administrator
Department of Correction
245 McKee Road, Dover, DE 19904
[DOC Purchasing Mailbox@state.de.us](mailto:DOC_Purchasing_Mailbox@state.de.us)

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DOC1637-MUSLIM SERVICES” on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM (Local Time)** on March 18, 2016. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

STATE OF DELAWARE
Department of Correction

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 1, 2016. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner.

STATE OF DELAWARE
Department of Correction

Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope,

STATE OF DELAWARE
Department of Correction

representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime vendor**”. The “**prime vendor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its Sub-Vendor or its Sub-Vendor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all Sub-Vendors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any Sub-Vendors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

STATE OF DELAWARE
Department of Correction

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a Sub-Vendor.

Use of Sub-Vendors must be clearly explained in the proposal, and major Sub-Vendors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not Sub-Vendors are used.** Any Sub-Vendors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **February 29, 2016**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

STATE OF DELAWARE
Department of Correction

14. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

15. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

16. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

17. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

18. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, Vendor or its agents.

19. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

20. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to

STATE OF DELAWARE
Department of Correction

reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

21. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide, in a timely manner, any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ [6981 and 6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Purchasing Administrator, who shall have final authority, subject to the provisions of

STATE OF DELAWARE
Department of Correction

this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible Vendor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#).

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
The qualifications and experience of the persons to be assigned to the project.	20
Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.	30
Demonstrated experience in meeting established performance measures while creating, developing and overseeing similar projects in the past.	30
References	10

STATE OF DELAWARE
Department of Correction

Criteria	Weight
Financial Strength.	10
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

STATE OF DELAWARE
Department of Correction

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for the remainder of the current fiscal year with three optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or

STATE OF DELAWARE
Department of Correction

fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, Vendors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective Vendors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the Vendor or Sub-Vendor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent Vendors

The parties to the contract shall be independent Vendors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding

STATE OF DELAWARE
Department of Correction

and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Vendor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

STATE OF DELAWARE
Department of Correction

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Purchasing Services Administrator
Department of Correction
245 McKee Road, Dover, DE 19904
DOC_Purchasing_Mailbox@state.de.us

e. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);

STATE OF DELAWARE
Department of Correction

- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

- 1. Vendor recognizes that it is operating as an independent Vendor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent Vendor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

- 4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The State of Delaware shall not be named as an additional insured.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through Sub-Vendors, all capital and other equipment, labor, materials, and licenses

STATE OF DELAWARE
Department of Correction

necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Vendor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

i. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

j. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

k. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

l. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Department of Correction.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the

STATE OF DELAWARE
Department of Correction

effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

m. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling

STATE OF DELAWARE
Department of Correction

agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its Sub-Vendor provided final fulfillment of the order. Sub-Vendors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Department of Correction.

q. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including Sub-Vendors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those Sub-Vendors identified in Attachment 6 are considered approved upon award. Changes to those Sub-Vendor(s) listed in Attachment 6 must be approved in writing by the State.

r. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

s. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

STATE OF DELAWARE
Department of Correction

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Sub-Vendor providing service to the Agency's contract.

t. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

u. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

v. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

STATE OF DELAWARE
Department of Correction

4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

w. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

x. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

y. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

z. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives

STATE OF DELAWARE
Department of Correction

of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

aa. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOC1637-MUSLIMSERVICES on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this

STATE OF DELAWARE
Department of Correction

solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Sub-Vendor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Fact Sheet
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

STATE OF DELAWARE
Department of Correction

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal.**
- Attachment 6 must be included in your proposal if Sub-Vendors will be involved.
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.
- Attachment 11 must be included in your proposal if the service provider is or represents a for-profit or not for profit corporation.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to DOC_Purchasing_Mailbox@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the Sub-Vendor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend

STATE OF DELAWARE
Department of Correction

during the covered periods shall result in a report even if the contract has expired by the report due date.

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STATE OF DELAWARE
Department of Correction

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOC1637-MUSLIMSERVICES

Contract Title: Muslim Religious
Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE
Department of Correction

Attachment 2

CONTRACT NO.: DOC1637-MUSLIMSERVICES
CONTRACT TITLE: Muslim Religious Services
DEADLINE TO RESPOND: March 18, 2016 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a Sub-Vendor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Correction

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Correction.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
 (Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of Correction

Attachment 5

Contract No. DOC1637-MUSLIMSERVICES
Contract Title: Muslim Religious Services

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
Department of Correction

Attachment 6

SUB-VENDOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. DOC1637-MUSLIMSERVICES	2. Proposing Vendor Name:	3. Mailing Address
4. SUB-VENDOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUB-VENDOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUB-VENDOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each Sub-Vendor

STATE OF DELAWARE
Department of Correction

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:				Enter Contract No.	Report Start Date:				
Contact Name:					Report End Date:				
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

SAMPLE

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to DOC_PURCHASING_MAILBOX@STATE.DE.US. It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE
Department of Correction

Attachment 9

Contract No. DOC1637-MUSLIMSERVICES
Contract Title: Muslim Religious Services

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If Sub-Vendors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

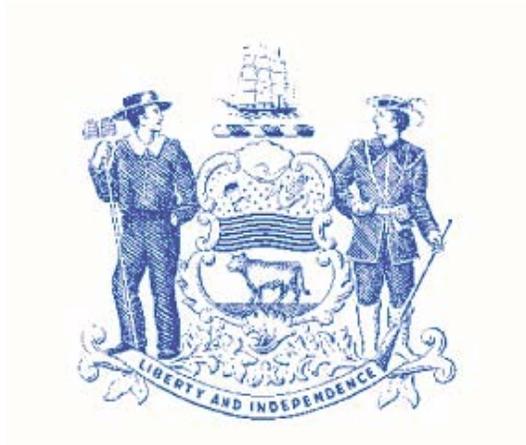
“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

STATE OF DELAWARE
Department of Correction

FACT SHEET

Attachment 11

1. Corporate Name: _____
2. Mailing Address: _____
3. Business Address: _____
(if different from mailing address)
4. Telephone (_____) _____
5. Director's Name & Phone _____ (_____) _____
6. Contact Person: _____
(if other than Director)
7. List Persons Authorized to Sign Contracts: _____
8. Date of Incorporation: _____
9. Tax Status (check one of the following) For Profit Private Nonprofit
10. If the agency operates from more than one location, list the address and phone numbers of the other locations: _____
11. DE Business License No. _____
12. Federal Employee ID No. _____
13. Attach Copy of Corporate Organization Structure.
14. Attach Resume or Vitae of all Corporate Officers.

STATE OF DELAWARE
Department of Correction

**APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Sub-Vendor Information Form (See Attachment 6) for each Sub-Vendor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Six (6) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy.

APPENDIX B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

SCOPE OF WORK

- I. Imam or Islamic Chaplain (“Vendor” or “IC”, as appropriate) must have education, training or experience demonstrating competence in each of the following areas:
 - A. Possession of an Associates degree or higher and/or training and experience in Divinity or related field.
 - B. Possession of an ecclesiastical endorsement by a recognized religious denomination and approval by that body for institutional ministry.
 - C. Knowledge of clinical or institutional religious work.

- II. IC shall work up to a maximum of 29.5 hours per week to provide the following Muslim services to the offender population:
 - A. Plan, coordinate and conduct Muslim religious services statewide for the Delaware Department of Correction’s (DDOC) offender population. IC must adhere to the facility security guidelines and conduct services according to each facilities policies and procedures.
 - B. Develop General Muslim Religious Policies Oversight Plan that details activities, readings, discussion groups and/or services offered to the Muslim offender population. Services should be equivalent to a 6 hour day of work or a max of 29.5 hr work week.
 - C. Define and develop standardized policy on the material that will be offered to assist each Muslim in the practice of the religion. Policy must be approved by the Head Chaplain at each facility and/or designee and include the following, at a minimum:
 1. Define how counsel, moral and spiritual support will be provided on a consistent and emergency basis.
 2. Define how religious rites will be handled for Muslim holidays.
 3. Define how the Pillars of Islam will be implemented at each site.
 4. Define how Wudu will be provided and the Salats performed.
 5. Define how the 5 prominent divine books will be issued or made available to the Muslim offender population at each facility.
 - D. Occasionally conduct services or classes such as Jumuah service, Islamic Jurisprudence, Arabic Studies, Islamic Morals and Manners and Fundamentals in Islamic beliefs.
 - E. Plan, schedule and coordinate religious programs and instruction provided by community religious volunteers to include but not limited to:
 1. Recruit, train and oversee assistant religious volunteers, within the offender population to conduct Jumah service only in the absence of the Imam;
 2. Define and develop a plan to evaluate and schedule religious programs and education provided by community volunteers.
 3. Maximize benefits of volunteer programs.
 - F. Participate with other DDOC and religious staff professionals and management to provide holistic care and resolve issues that arise.
 - G. Foster unity and sense of inclusion among all members of the local Muslim community. The IC shall not discriminate against any Muslim on the basis of Islamic school of jurisprudence, gender, race, national or ethnic origin, citizenship or immigration status, political affiliation, class or economic status. Substantiated reports of such will result in termination of contract.

STATE OF DELAWARE
Department of Correction

- H. Counsel individuals and families on a regular basis and times of crisis.
 - I. Ensure Moral and spirutal support on a consistent basis and emergency basis.
 - J. Submit an Annual Religious Activity Service Plan for the contract term which includes the following and has the capability to be implemented at each facility:
 - 1. Each element should have a corresponding procedural guidance document.
 - 2. The plan should identify daily activities at the DDOC sites as appropriate.
 - 3. Activities / Services should be equivalent to a 6 hour day of work initiated at the first site.
 - K. Submit a Monthly Religious Activity Service Plan to be benchmarked against Annual Religious Activity Service Plan: (at a minumum should report the following):
 - 1. Number of practicing & non-practicing Muslims at each DOC site;
 - 2. List of service and/or activities completed, reassigned to another date, or deleted;
 - 3. Number of participants for each;
 - 4. Outcome or result of service / activity;
 - 5. Identify who completed the service; Imam or assignee;
 - 6. Time spent on the activity;
 - 7. Identify barriers, challenges, or concerns that exist;
 - 8. Unexpected achievements; and
 - 9. Outline plans for the following month.
 - L. DDOC will perform a Quarterly Satisfaction and Services Assessment using monthly reports. At that time, revisions to activities / service plan will be discussed to improve satisfaction of services.
- III. Prison Rape Elimination Act Standards/Requirements
- A. In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the IC agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into contract.
 - B. IC (including volunteers) agree to abide by Department of Correction Policy 8.60. The IC acknowledges that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including termination. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination.
 - C. If the Department policy is modified, the IC will be notified and shall comply. See attached Appendix C – State of Delaware, Department of Correction Policy Number 8.60 “Prison Rape Elimination Act.”
- IV. Fleet Vehicle Allowance/Requirements
- A. IC may be permitted use of a State owned vehicle for approved travel. Advance reservations must be made through the Central Business Office to ensure a vehicle is available.

STATE OF DELAWARE
Department of Correction

- B. The IC agrees to fully cooperate with all State and DDOC Fleet vehicle policies and procedures.
- C. Eligibility to drive a State owned vehicle includes possession of a valid driver's license and operation of the vehicle strictly for conducting State business. IC shall abide by all motor vehicle laws of the State of Delaware. Failure to adhere to said laws, policies and procedures shall be grounds for termination of driving privileges.

<p style="text-align: center;">POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION</p>	<p style="text-align: center;">POLICY NUMBER 8.60</p>	<p style="text-align: center;">PAGE NUMBER 1 of 14</p>
<p>CHAPTER: 8 Administration</p>	<p>RELATED STANDARDS: ACA: 4-4406, 4-4371, 4-4133 NCCHC: P-B-04, P-B-05</p>	
<p>APPROVED BY THE COMMISSIONER AND SIGNED THIS DATE:  9/22/15</p>		
<p>APPROVED FOR PUBLIC RELEASE</p>		

- I. **AUTHORITY:** Prison Rape Elimination Act of 2003; 28 CFR Part 115

- II. **PURPOSE:** To establish and maintain a program of education, prevention, detection, investigation, perpetrator punishment, victim treatment and support and data collection related to sexual abuse in compliance with the Prison Rape Elimination Act (PREA).

- III. **APPLICABILITY:** All Department of Correction employees, contractors, volunteers, student interns and persons or organizations conducting business with the Department and all offenders under the custody or supervision of the Department of Correction.

- IV. **DEFINITIONS:**
 - A. **Sexual relations in detention facility (11 Delaware Code, Chapter 5 §1259):**
A person is guilty of sexual relations in a detention facility when, being an employee working at a detention facility, a contractor or employee of a contractor at a detention facility, or a volunteer at a detention facility, the person engages in consensual sexual intercourse or sexual penetration with a person in custody on the premises of a detention facility. Violation of this section shall be a class G felony.

 - B. **Prison Rape Elimination Act (PREA):** Federal law to address sexual violence in prisons, jails, and other correctional facilities. Under PREA, the National Prison Rape Elimination Commission was created with the responsibility for establishing standards for the prevention, detection, response, and monitoring of sexual abuse and violence within correctional systems.

 - C. **PREA Coordinator:** DOC employee responsible for the over-site of PREA standards, compliance with standards, training, data collection and inspection.

 - D. **PREA Compliance Manager:** BOP facility employee responsible at the institutional level with sufficient time and authority to coordinate the facility’s efforts to comply with DOC policy and the PREA standards.

 - E. **PREA Standards (PS):** Written rules that require all correctional facilities to comply with minimum acceptable benchmarks in order to reduce and eliminate the incidence of prison rape. These standards are directed toward the states by the federal government, as published in 28 CFR Part 115.

 - F. **Sexual abuse:** Sexual abuse includes –

<p style="text-align: center;">POLICY OF</p> <p style="text-align: center;">STATE OF DELAWARE</p> <p style="text-align: center;">DEPARTMENT OF CORRECTION</p>	<p style="text-align: center;">POLICY NUMBER</p> <p style="text-align: center;">8.60</p>	<p style="text-align: center;">PAGE NUMBER</p> <p style="text-align: center;">2 of 14</p>
<p>CHAPTER: 8 Administration</p>	<p>SUBJECT: Prison Rape Elimination Act</p>	

1. Sexual abuse of one offender by another offender; and
2. Sexual abuse of an offender by a staff member, contractor, or volunteer.
3. Sexual abuse of an offender by another offender includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:
 4. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
 5. Contact between the mouth and the penis, vulva, or anus;
 6. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
 7. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.
8. Sexual abuse of an offender by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the offender:
 9. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
 10. Contact between the mouth and the penis, vulva, or anus;
 11. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 12. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 13. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

<p style="text-align: center;">POLICY OF</p> <p style="text-align: center;">STATE OF DELAWARE</p> <p style="text-align: center;">DEPARTMENT OF CORRECTION</p>	<p>POLICY NUMBER</p> <p>8.60</p>	<p>PAGE NUMBER</p> <p>3 of 14</p>
	<p>CHAPTER: 8 Administration</p>	
<p>SUBJECT: Prison Rape Elimination Act</p>		

14. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in this section;
 15. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an offender.
 16. Any voyeurism by a staff member, contractor, or volunteer.
- G. **Voyeurism**: An invasion of privacy of an offender by staff for reasons unrelated to official duties, such as peering at an offender who is using a toilet in his or her cell to perform bodily functions; requiring an offender to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an offender's naked body or of an offender performing bodily functions. Voyeurism is a form of sexual abuse.
- H. **Sexual Harassment**: Sexual harassment of an offender is another form of abuse, and includes
1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one offender directed toward another; and
 2. Repeated verbal comments or gestures of a sexual nature to an offender by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.
- I. **Offender**: All persons under the custody or authority of the Department of Correction (may in Standards be referred to as an inmate, detainee or resident).
- J. **Intersex**: Means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sexual development.
- K. **Gender non-conforming**: Means a person whose appearance or manner does not conform to traditional societal general expectations.
- L. **Transgender**: Means a person whose gender identity (i.e., internal sense of feeling male or female) is different from the person's assigned sex at birth.
- M. **Memorandum of Understanding (MOU)**: Document used to define a relationship between departments, agencies or other entities to ensure continuity of operations where there are shared resources or workflows on anticipated outcomes.
- N. **Victim Advocate**: Individual from an outside agency in which the Department has established a MOU for the purposes of providing emotional support and related information and resources to those individuals affected by sexual abuse.

POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION	POLICY NUMBER 8.60	PAGE NUMBER 4 of 14
	CHAPTER: 8 Administration SUBJECT: Prison Rape Elimination Act	

V. POLICY:

- A. It is the policy of the Department of Correction that all employees, contractors, volunteers and interns are responsible for the prevention, detection and reporting of prison rape and sexual activity. Anyone who fails to report offender on offender sexual abuse, or staff sexual abuse of any kind is subject to discipline, up to and including termination.
- B. The Department will take immediate action to protect offenders who it learns are in substantial risk of imminent sexual abuse. It shall take action to protect offenders and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other offenders or staff, and shall designate which staff members or departments are charged with monitoring retaliation.
- C. The Bureau Chiefs shall be responsible for developing Bureau level policies and procedures to implement this Department policy and the PREA standards. Such policies will include Food Service and Maintenance employees that work in institutions where applicable.
- D. The Bureaus and facilities may use specific language from the PREA standards in developing their procedures as necessary.

1. Prevention Planning

- a. There is Zero-Tolerance for any type of sexual abuse, and sexual harassment, between offenders or staff.
- b. A state-wide PREA Coordinator, and facility PREA Compliance Managers will be established.
- c. Yearly, the Department will assess, determine, and document where changes should be made to either the staffing plan, or deployment of cameras.
- d. Where the Department houses offenders under eighteen years old, the youthful offender will not be placed in an area where they shall have sight, sound or physical contact with any adult offender.
- e. Cross gender strip searches, body cavity searches, and cross gender pat searches of female offenders except in exigent circumstances, or where performed by medical staff are prohibited, except under exigent circumstances. Where exigent circumstances exist, and a search is performed, the facility PREA Compliance Manager shall maintain a log documenting such searches.
- f. Staff of the opposite gender will announce their presence when entering an offender housing unit.
- g. Intermediate-level or higher-level supervisors will conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment.
- h. The Department will not physically examine a cross gender or intersex offender for the sole purposes of determining gender. Where necessary, medical staff will assist in determining the offenders genital status.
- i. The Department will ensure that offenders with disabilities have an equal opportunity to benefit from its efforts to prevent, detect, and respond to all forms of sexual abuse.
- j. The agency shall take appropriate steps to ensure that offenders with disabilities, have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual

POLICY OF	POLICY NUMBER	PAGE NUMBER
STATE OF DELAWARE	8.60	5 of 14
DEPARTMENT OF CORRECTION		
CHAPTER: 8 Administration	SUBJECT: Prison Rape Elimination Act	

harassment. Such steps shall include, when necessary to ensure effective communication with offenders who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

- k. The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to offenders who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
- l. The agency shall not rely on offender interpreters, offender readers, or other types of offender assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the offender's safety.
- m. The agency shall not hire or promote anyone who may have contact with offenders, and shall not enlist the services of any contractor who may have contact with offenders, who:
 - i. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution
 - ii. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Has been civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community by force or coercion or was unable to give consent
- n. The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with offenders.
- o. Before hiring new employees, and before enlisting the services of contractors or volunteers who may have contact with offenders, the agency shall:
 - i. Perform a criminal background records check; and consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.
 - ii. The agency shall conduct criminal history records checks at least every five years on all DOC employees. Internal Affairs (IA) will conduct these checks. A copy of the most recent page of these checks will be retained by IA.

POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION	POLICY NUMBER 8.60	PAGE NUMBER 6 of 14
	SUBJECT: Prison Rape Elimination Act	
CHAPTER: 8 Administration		

IA will conduct criminal history checks on contractors who may have contact with offenders at least every two years. A copy of the most recent page of these checks will be maintained by IA.

- iii. The agency shall ask all applicants and employees who may have contact with offenders directly about previous sexual misconduct in written applications and/or interviews for hiring or promotions and as part of annual PREA refresher training. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. Failure to affirm, or material omissions to the question may result in termination.
 - p. Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.
 - q. Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.
 - r. When building a new facility, upgrading existing facilities, or when purchasing and deploying new video monitoring equipment, the Department will consider what effect these upgrades and purchase will have on its ability to protect offenders from sexual abuse.
- 2. Responsive Planning**
- a. The Department will follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence in criminal and administrative investigations.
 - b. The Department will utilize Sexual Assault Nurse Examiners (SANE's) or Sexual Assault Forensic Examiners (SAFE's) whenever possible, and when the investigation indicates retrievable evidence may be available.
 - c. Forensic evidence may be retrievable for up to five days after a sexual assault, and a SANE exam will be offered if it is believed DNA, fibers, bruising, tearing, or other forensic evidence may be retrieved from a victim.
 - d. The Department will strive to maintain a working relationship, through an established MOU, with an outside rape crisis, or rape advocacy agency to provide rape crisis services. When requested, and where applicable, the Department shall help coordinate contact with an advocate at the hospital, or upon return to a facility.
 - e. The Department shall conduct an administrative and/or criminal investigation for each allegation of sexual abuse.
 - f. If an allegation indicates criminal behavior, the Department shall refer the case to the exclusive jurisdiction to investigate allegations of rape as outlined in 11 Del. Code Ch. 83, § 8302.
- 3. Training and Education**
- a. The Department shall train all employees, vendors, volunteers, and others, who

POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION	POLICY NUMBER 8.60	PAGE NUMBER 7 of 14
	SUBJECT: Prison Rape Elimination Act	
CHAPTER: 8 Administration		

may have contact with offenders, on:

- i. The Department's zero-tolerance policy
 - ii. How to fulfill their obligations under this PREA policy
 - iii. The offender's right to be free from sexual abuse
 - iv. The offender's and staff's right to be free of retaliation for making reports of sexual abuse
 - v. The dynamics of sexual abuse in confinement
 - vi. The common reactions of sexual abuse victims
 - vii. How to detect and respond to signs of sexual abuse
 - viii. How to avoid inappropriate relationships with offenders
 - ix. How to communicate effectively with all offenders, including those that are lesbian, gay, bisexual, transgender, intersex, or gender non-conforming
- b. Training will be tailored to the sex of the offender at the facility where staff is assigned. However, the training will be inclusive of both male and female characteristics, as it relates to trauma and history of sexual abuse. This training will provide all staff with a knowledge base to be able to work at either a male or female facility.
 - c. All staff will receive training at the time of hire, or during their academy training. Refresher training must be completed every year.
 - d. The Employee Development Center will be responsible to conduct and track this training department wide.
 - e. For vendors, volunteers, and others that are not sworn personnel, the level and type of training will be consistent with the amount of interaction and contact there will be with offenders.
 - f. The Department will ensure that all staff responsible for conducting administrative investigations receives specialized training related to PREA.
 - g. The Employee Development Center will ensure specialized training for staff conducting investigations and those providing medical and mental health services is available. They will track completion of this training.
 - h. The facility where an offender is housed will be responsible to provide each offender with information on the Department's Zero Tolerance policy for sexual abuse at intake. Within 30 days of intake, the Department will provide a more comprehensive education to offenders on their rights to be free from sexual abuse and sexual harassment, how to report abuse, Department policies on reporting abuse, department policies for responding to abuse, and to their right to be free from retaliation for reporting abuse.
 - i. The Department's grievance protocol will be made available to each offender along with the offender handbook.
 - j. During the intake process, offenders shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.
 - k. The agency shall provide offender education in formats accessible to all offenders, including those who are limited English proficient, deaf, visually

POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION	POLICY NUMBER 8.60	PAGE NUMBER 8 of 14
	SUBJECT: Prison Rape Elimination Act	
CHAPTER: 8 Administration		

impaired or otherwise disabled, as well as to offenders who have limited reading skills.

m. The agency shall maintain documentation of offender participation

4. Screening for Risk of Victimization and Abusiveness

- a. All offenders will be screened during intake, and upon transfer to another facility, for their risk of being sexually abused, or being abusive toward other offenders. This screening should occur within 24 hours, but no longer than 72 hours after arrival.
- b. The Department's Sexual Victimization/Abusiveness Quickscreen tool will be utilized.
- c. Within 30 days of the offender's arrival at the facility, the offender will be reassessed using the Department's more detailed Sexual Victimization/Abusiveness screening tool.
- d. Further assessment shall be done every two years, or when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the offenders risk of sexual victimization or abusiveness.
- e. The results of these screenings will be confidential, and will only be used by staff to assist in the placement and protection of offenders from abuse.
- f. The information from the risk screening will be used to inform housing, bed, work, education and program assignments.
- g. Placement and programming assignments for transgender, intersex, and gender non-conforming offenders will be reassessed at least twice each year to review any threats to safety experienced by the offender.
- h. A transgender, intersex, or gender non-conforming offender's own views with respect to his or her own safety shall be given consideration.
- i. Transgender and intersex offenders will be given the opportunity to shower separately from other offenders.
- j. Offenders at a high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers.
- k. Offenders placed in segregation to protect them from victimization shall have access to programs, privileges, education, and work opportunities to the extent possible.
- l. Offenders assigned to involuntary segregated housing shall only assigned to this housing until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed 30 days.
- m. The Department shall clearly document when an offender is placed in involuntary segregated housing, the basis of the concern for the housing placement, and the reason no alternative means can be arranged.
- n. The Department shall review an involuntary segregation every 30 days to determine if there is a need for separation from the general population.

5. Reporting

- a. The Department will provide a method for offenders to report sexual abuse, sexual harassment, or retaliation by staff or other offenders, for reporting sexual

POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION	POLICY NUMBER 8.60	PAGE NUMBER 9 of 14
	SUBJECT: Prison Rape Elimination Act	
CHAPTER: 8 Administration		

abuse and sexual harassment, or violation of responsibilities that may have contributed to such incidents to an entity that is not part of the agency.

This entity will forward offender reports of sexual abuse to agency officials, allowing the offender to remain anonymous upon request.

- b. Offenders detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.
- c. The Department will seek to provide offenders with access to an outside victim advocate for emotional support services by giving offenders mailing addresses and telephone numbers of local, state, or national victim advocacy or rape crisis organizations.
- d. The Department will work to enable reasonable communication between offenders and these organizations in as confidential a manner as possible.
- e. The Department shall inform offenders, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded back to the Department.
- f. The Department will work to establish a MOU with an advocacy agency.
- g. The Department will accept, document and forward third party reports of sexual abuse, made verbally, in writing, and anonymously of sexual abuse for investigation.
- h. The Department will place information on its website, and in its visiting and lobby areas as to how third parties may report sexual abuse on behalf of an offender.
- i. Internal Affairs (IA) must keep a log of all calls to the IA PREA hotline. A copy of this log will be provided to the facility PREA Compliance Manager each month.

6. Official Response Following an Offender Report

- a. The Department shall require all staff to report immediately any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility.
- b. The Department shall require all staff to report immediately any retaliation against staff or offenders that may report such an incident of sexual abuse.
- c. In the case of offenders, each facility will designate staff to monitor alleged victims, and such monitoring shall also include periodic in-person status checks.
- d. If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
- e. Apart from reporting to designated supervisors at the facility, staff shall not reveal any information related to a report of sexual abuse other than to the extent necessary to investigate the incident, treat the victim, and safely house the victim and aggressor.
- f. For offenders under the age of 18, who are a victim of sexual abuse, the facility will report the allegation to the Department of Services for Children, Youth and Families.

<p style="text-align: center;">POLICY OF</p> <p style="text-align: center;">STATE OF DELAWARE</p> <p style="text-align: center;">DEPARTMENT OF CORRECTION</p>	<p style="text-align: center;">POLICY NUMBER</p> <p style="text-align: center;">8.60</p>	<p style="text-align: center;">PAGE NUMBER</p> <p style="text-align: center;">10 of 14</p>
<p>CHAPTER: 8 Administration</p>	<p>SUBJECT:</p> <p style="text-align: center;">Prison Rape Elimination Act</p>	

- g. For offenders considered to be a vulnerable adult, the Department will report allegations of sexual abuse to Adult Protective Services.
- h. Upon receiving an allegation that an offender was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred, within 72 hours. The reporting facility will document this notification was made.
- i. If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take actions that could destroy physical evidence, and then notify security staff.
- j. There will be a written plan (Sexual Abuse Response Plan) to coordinate actions taken in response to an incident of sexual abuse. (See attachments A and B.)
- k. A copy of all PREA reports will be given to the facility PREA Compliance Manager.
- l. The Department will monitor the victim, any third party offender who reports an allegation of sexual assault, and/or any staff member who reports a case of sexual abuse for 90 days after initiation of an investigation.

7. Investigations

- a. Administrative investigations of sexual abuse, and/or sexual harassment of an offender, shall be conducted promptly and thoroughly, and shall be followed through until a determination of substantiated, unsubstantiated, or unfounded can be made. All investigations will be documented in standardized reporting format utilizing the DACS incident and investigation applications, the Law Enforcement Investigative Support System (LEISS/DELJIS), and/or in a word document approved by the DDOC administration. Reports will include a description of the physical and testimonial evidence gathered, and the reasoning behind credibility assessments.
- b. Where allegations are referred for criminal investigation to the Delaware State Police, the Department shall ensure that the cases are referred promptly, and that a designated staff representative follows the case until it is determined to be substantiated, unsubstantiated, or unfounded. The victim, and any third party reporter, will be notified in writing that a case has been closed as substantiated, unsubstantiated, or unfounded. A designated DDOC staff member, at the facility where the victim is housed, will notify the victim of the progress in any case where an arrest is made or prosecution against the perpetrator is pending. The victim will be notified in writing when the case moves from one step of the criminal adjudication process to the next.

POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION	POLICY NUMBER 8.60	PAGE NUMBER 11 of 14
CHAPTER: 8 Administration	SUBJECT: Prison Rape Elimination Act	

- c. Following a resident's allegation that a staff member has committed sexual abuse against the resident, the agency shall subsequently inform the resident (unless the agency has determined that the allegation is unfounded) whenever:
 - i. The staff member is no longer posted within the resident's unit;
 - ii. The staff member is no longer employed at the facility;
 - iii. The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or
 - iv. The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
 - v. All such notifications or attempted notifications shall be documented.
 - d. Following a resident's allegation that he or she has been sexually abused by another resident, the agency shall subsequently inform the alleged victim whenever:
 - i. The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or
 - ii. The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
 - iii. All such notifications or attempted notifications shall be documented.
 - e. The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as an offender or staff.
 - f. An alleged victim shall not be required to submit to a polygraph examination as a condition of proceeding with the investigation of an allegation.
 - g. When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
 - h. The departure of the alleged abuser or victim from employment or control of the facility or Department shall not provide a basis for terminating an investigation.
 - i. The Department standard for determining whether an allegation of sexual abuse is substantiated shall be no higher than a preponderance of the evidence.
 - j. The Department's obligation to report to the alleged victim shall terminate if the offender is released from the Department's custody.
- 8. Exhaustion of Administrative Remedies**
- a. Any allegation of sexual abuse, or sexual harassment, made via the

<p style="text-align: center;">POLICY OF</p> <p style="text-align: center;">STATE OF DELAWARE</p> <p style="text-align: center;">DEPARTMENT OF CORRECTION</p>	<p style="text-align: center;">POLICY NUMBER</p> <p style="text-align: center;">8.60</p>	<p style="text-align: center;">PAGE NUMBER</p> <p style="text-align: center;">12 of 14</p>
<p>CHAPTER: 8 Administration</p>		<p>SUBJECT: Prison Rape Elimination Act</p>

Department's offender grievance system, shall immediately be investigated as a report of sexual abuse. A copy of the grievance report will be provided to the shift commander, who will ensure the complaint is assigned to a PREA investigator. At no time will this complaint be returned to the grievance officer for processing as a typical grievance complaint.

- b. There will be no time limit placed upon when such a report can be submitted. The resulting investigation will continue without delay until the report is determined to be substantiated, unsubstantiated, or unfounded. The facility will inform the offender, within 24 hours of filing the complaint, if an emergency transfer or other emergent accommodation will be provided.
- c. The agency shall not require an offender to use any informal resolution process, or to otherwise attempt to resolve with the identified staff member, an alleged incident of sexual abuse.
- d. Such investigation will not be referred to the staff member who is the subject of the complaint.
- e. If a third party files such a complaint on behalf of an offender, the facility may require, as a condition of processing the complaint that the alleged victim agree to have the complaint filed on his or her behalf.
- f. In the event a final determination of substantiated, unsubstantiated, or unfounded cannot be made within 90 days, from the date the offender filed the complaint, the agency may extend its response timeframe by up to 70 days. The offender will be notified of this extension in writing.
- g. If the offender wishes to appeal the decision of any PREA complaint or investigation, they may do so by filing a written appeal to the Warden. The Warden will make a written determination on the appeal within seven days of receipt of the appeal.
- h. All investigations initiated via a grievance form will undergo a Critical Incident Review (CIR).

9. Discipline

- a. Staff shall be subject to disciplinary sanctions for substantiated cases of sexual abuse or sexual harassment.
- b. Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.
- c. Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
- d. Where sexual abuse is substantiated during an administrative investigation, the Department shall report this information to the Delaware State Police for possible prosecution.
- e. When a case of sexual assault is substantiated against a vendor or volunteer, the Department shall bar that individual from further contact with offenders, and shall refer the case to the Delaware State Police for possible prosecution.

<p style="text-align: center;">POLICY OF</p> <p style="text-align: center;">STATE OF DELAWARE</p> <p style="text-align: center;">DEPARTMENT OF CORRECTION</p>	<p style="text-align: center;">POLICY NUMBER</p> <p style="text-align: center;">8.60</p>	<p style="text-align: center;">PAGE NUMBER</p> <p style="text-align: center;">13 of 14</p>
<p>CHAPTER: 8 Administration</p>		<p>SUBJECT: Prison Rape Elimination Act</p>

- f. Where the perpetrator is a medical or mental health professional, all terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.
- g. Offenders shall be subject to disciplinary sanctions following an administrative finding that the offender engaged in offender-on-offender sexual abuse, or following a criminal finding of guilt for offender-on-offender sexual abuse. For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
- h. Disciplinary sanctions for violations of housing rules relating to sexual abuse or sexual harassment shall be commensurate with the nature and circumstances of the acts committed, the offender's disciplinary history, and sanctions imposed for comparable offenses by other offenders with similar histories.
- i. The disciplinary process shall consider whether a resident's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
- j. The Department prohibits all sexual activity between offenders and may discipline offenders for such activity. Sexual activity is only a PREA related incident when it is unwanted, coerced, or forced.

10. Medical and Mental Care

- a. If the intake or 30 day security screenings, or medical intake or subsequent mental health screenings indicate that an offender has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the offender is offered a follow-up meeting with a medical or mental health practitioner within fourteen (14) days of that screening.
- b. If the intake or 30 day security screenings, or medical intake or subsequent mental health screenings indicate that an offender has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the offender is offered a follow-up meeting with a mental health practitioner within fourteen (14) days of that screening.
- c. Victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment and consistent with BCHS Policy B-05.
- d. Medical and mental health practitioners shall obtain informed consent from offenders before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the offender is under the age of 18.
- e. These practitioners shall be required to report any sexual abuse that occurred in a correctional facility and to inform inmates of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.

POLICY OF STATE OF DELAWARE DEPARTMENT OF CORRECTION	POLICY NUMBER 8.60	PAGE NUMBER 14 of 14
	SUBJECT: Prison Rape Elimination Act	
CHAPTER: 8 Administration		

11. Data Collection and Review

- a. The Department shall conduct a sexual abuse Critical Incident Review (CIR) at the conclusion of every sexual abuse investigation. This review will be done for substantiated, unsubstantiated, and unfounded cases.
- b. The CIR will be initiated within 30 days of completion of the investigation, and will be completed within 90 days, absent exigent circumstances. The review team shall include the facility Warden or Deputy Warden, the facility PREA Compliance Manager, a facility or internal affairs investigator, medical/mental health administrators, the state-wide PREA Coordinator, and other staff deemed appropriate by the facility. The Bureau Chief will have final review of the CIR report.
- c. Substantiated and Unsubstantiated cases will be reviewed on site at the facility where the incident occurred. Unfounded cases will be reviewed by the same review team, but may be reviewed remotely by electronic means.
- d. The Department shall collect accurate, uniform data for every allegation of sexual abuse using a standardized instrument and set of definitions. This will be automatically generated in the Delaware Automated Correctional System (DACS) upon completion of PREA Incident Reports.
- e. From DACS, the Department shall be able to obtain aggregated data as needed, and shall provide this information yearly to the United States Department of Justice.
- f. The Department shall review the aggregated data in order to assess and improve the effectiveness of its sexual abuse response plans, and this policy.
- g. An annual report of its findings and corrective actions for each facility, and the Department as a whole, will be prepared.
- h. This report will include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
- i. The report shall be approved by the Commissioner of Correction, and will be available on the Department's website annually.
- j. No personal identifiers will be made publically available. Specific material that would present a clear threat to the safety and security of a facility will be redacted.
- k. The agency shall maintain sexual abuse data collected pursuant to § 115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.
- l. The agency shall retain all written reports for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.

12. Audits

- a. During the three-year period starting August 20, 2013, and during each three-year period thereafter, the Department shall ensure that each facility is audited at least once.
- b. The United States Department of Justice will issue an audit instrument that will provide guidance on the conduct, and contents of the audit.
- c. The Department shall bear the burden of demonstrating Standard compliance.